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Attorneys for Sam Leslie,  
Chapter 11 Trustee

**FILED & ENTERED**

**MAR 09 2022**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY vandenst DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re  
COLDWATER DEVELOPMENT, LLC,  
a California limited liability company,  
Debtor.

In re  
LYDDA LUD, LLC, a California limited liability  
company,  
Debtor.

- ☒ Affects both Debtors.  
☐ Affects Coldwater Development LLC only.  
☐ Affects Lydda Lud, LLC only.

Debtors.

Case No. 2:21-bk-10335-BB

Chapter 7

Jointly Administered with  
Case No. 2:21-bk-10336-BB

**ORDER GRANTING CHAPTER 11  
TRUSTEE'S NOTICE OF MOTION AND  
MOTION TO:**

**(I) APPROVE AUCTION AND BID  
PROCEDURES REGARDING THE SALE  
OF REAL PROPERTY; AND**

**(II) SET SCHEDULING FOR A MOTION  
TO APPROVE THE SALE OF REAL  
PROPERTY**

Hearing Held:

Date: March 2, 2022

Time: 10:00 a.m.

Place: Courtroom 1539

Sale Hearing:

Date: March 30, 2022

Time: 10:00 a.m.

Place: Courtroom 1539

1 On March 2, 2022 at 10:00 a.m., a hearing was held before this Court on the *Chapter 11*  
2 *Trustee’s Motion to (I) Approve Auction and Bid Procedures Regarding the Sale of Real Property;*  
3 *and (II) Set Scheduling for a Motion to Approve the Sale of Real Property* [Doc. 248] (the  
4 “Motion”), filed by Sam S. Leslie, the duly appointed and acting Chapter 11 Trustee (the “Trustee”),  
5 the Honorable Sheri Bluebond, United States Bankruptcy Judge, presiding. Appearances were made  
6 as noted in the record.

7 The Court, having reviewed and considered the Motion and evidence in support thereof;  
8 having considered *Give Back LLC’s Response to Chapter 11 Trustee’s Motion to (I) Approve*  
9 *Auction and Bid Procedures Regarding the Sale of Real Property; and (II) Set Scheduling for a*  
10 *Motion to Approve the Sale of Real Property* [Doc. 253] (the “Response”) filed by Give Back, LLC  
11 (“Give Back”); having heard and considered the Trustee’s responses thereto and the arguments and  
12 statements of counsel and the parties during the hearing; for the reasons set forth on the record at the  
13 time of hearing on the Motion; and other good cause appearing therefor,

14 **IT IS HEREBY ORDERED** that:

15 **1. The Motion is GRANTED.**

16 **2. The Bid Procedures, revised at the hearing on the Motion, which revised version is**  
17 **attached to this Order, are hereby APPROVED.**

18 ///

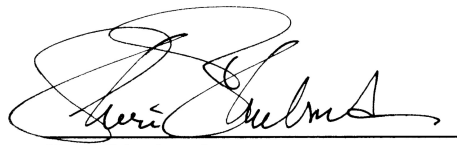
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3. The following schedule shall govern a motion to approve the sale of the Property:
- a. Auction Sale Date: **March 24, 2022;**
  - b. Deadline for Trustee to file and serve motion to confirm the sale of the Property (the "Sale Motion"): **March 25, 2022;**
  - c. Deadline for any party in interest to file and serve oppositions to the Sale Motion: **March 29, 2022;**
  - d. Replies to any opposition(s) may be made orally at the sale hearing;
  - e. Hearing on the Sale Motion: **March 30, 2022 at 10:00 a.m.**

IT IS SO ORDERED.

###

Date: March 9, 2022

  
Sheri Bluebond  
United States Bankruptcy Judge

## Terms and Conditions of Sale

1. **Auction Sale:** Tranzon Asset Strategies in association with ThreeSixty Asset Advisors, LLC ("Auctioneer"), as an agent of Sam S. Leslie, in his sole capacity as Chapter 11 Trustee ("Seller"), is conducting the auction sale of the real estate from case # 2:21-bk-10335-BB in the United States Bankruptcy Court, Central District of California, Los Angeles Division, in re Coldwater Development LLC jointly administered with Lydda Lud, LLC. The auction sale is subject to confirmation of the United States Bankruptcy Court.
2. **Properties:** The properties being offered are described below ("Properties"):  
**Los Angeles County Assessor's Parcel Number**  
4387-022-001  
4387-021-018  
4387-021-019  
4387-020-009  
4387-020-001  
4387-022-002
3. **Bid Deposit:**
  - a. **Onsite Bidders-** Bids on the Properties will be accepted only from persons who attend the Auction, have in their possession a cashier's check in the amount of two hundred fifty thousand dollars (\$250,000.00), payable to Sam Leslie, Chapter 11 Trustee and register with the Auctioneer prior to the Auction ("Qualified Bidders"). Only Qualified Bidders will be permitted to attend the auction.
  - b. **Online Bidders** - A bid deposit in the amount of two hundred fifty thousand dollars (\$250,000.00), payable to Sam Leslie, Chapter 11 Trustee will be required in order to bid. The deposit will be required in the form of a Cashier's Check or wire transfer, remitted to Seller no later than March 21, 2022 at 5:00 p.m. Pacific time, which the Seller may hold until the completion of bidding and for a reasonable period of time to allow for the release of any such deposit and/or the return of any such funds after the conclusion of the auction. Online bidders will also be required to complete bidder registration forms as supplied by the Auctioneer, which will contain further instructions for remitting the deposit.
4. **Suggested Opening Bids and Offering:** The Properties will be offered with Suggested Opening Bid amounts. Auctioneer may offer the Properties for sale as individual parcels, in parcel groupings, and/or in their entirety. Auctioneer may reopen bidding over multiple rounds, whereby Qualified Bidders will be provided the opportunity to increase their bids and alter the parcel combination of their bids if such increases and alterations bring a better result to the Seller. The auction sale will not be deemed closed on any parcel or combination of parcels until Auctioneer announces the conclusion of the auction and determination of the highest and best bids. At such time, Seller, in his sole discretion, shall have the authority to accept or reject the high bids established by the Auctioneer.
5. **Opening Bid Incentive:** Auctioneer and Seller, in their sole discretion, may offer a Qualified Bidder who agrees to open the auction for one or more parcels at a bid amount acceptable to Auctioneer and Seller, minimum overbid protection of approximately 3% of their opening bid.
6. **Sale Subject to Confirmation:** The auction sale is subject to confirmation of the Seller in his sole and absolute discretion, who is selling solely in his capacity as Trustee and the high bidder only becomes the purchaser upon confirmation and acceptance by the Seller, and approval by the bankruptcy court following conclusion of the auction. The Seller is unconditionally authorized to decline to confirm the sale of the Properties and to cancel the sale of the Properties through close of escrow.
7. **Bid Increments:** Once a bid is received by the Auctioneer, advances on that bid must be made in increments at least as great as those which the Auctioneer, at his sole discretion, shall designate as being

necessary to surpass the last bid acknowledged by the Auctioneer. Should there be any dispute among competitive bidders for the Properties, the Auctioneer may reopen bidding on the Properties or he may, at his sole discretion, designate one of the bidders as the "High Bidder".

8. **Buyer's Premium:** A buyer's premium of three percent (3%) shall be added to the High Bidder's high bid price and become part of the total purchase price to be paid by the High Bidder.
  - a. **Buyer's Broker.** In the event the Property is purchased by a third party represented by a registered broker, the buyer's broker will be paid 1% of the high bid, to be paid from the Buyer's Premium through escrow. The remaining 2% will be paid to the Auctioneers. In the event a third party buyer is not represented by a broker, 1% of the Buyer's Premium will be rebated back to the estate, with the remaining 2% paid to the Auctioneers.
  - b. **Credit Bid.** In the event Give Back, LLC purchases any or all of the Properties for amount(s) up to its allowed credit bid, no Buyer's Premium will be assessed. In the event that Give Back, LLC purchases one or all of the Properties for a total exceeding its credit bid amount, then Give Back, LLC will be assessed the Buyer's Premium which shall be distributed as follows: 1.5% to the Estate and 1.5% to the Auctioneer
9. **Earnest Money Deposit:**
  - a. At the conclusion of bidding on the property, the High Bidder will be required to confirm its bid amount and tender its \$250,000.00 cashier's check as deposit. The High Bidder(s) will also be required to tender any necessary additional deposit to bring its total deposit to an amount equal to ten percent (10%) of the total purchase price ("Earnest Money Deposit"), payable within three business days following the auction. The additional deposit may be by cashier's check or wire transfer. The Earnest Money Deposit shall be held by Sam Leslie, Chapter 11 Trustee until close of escrow.
  - b. With respect to Give Back, LLC only, in the event Give Back, LLC purchases any or all of the Properties for amount(s) exceeding its allowed credit bid and becomes the High Bidder, Give Back, LLC shall be required to remit the greater of (a) its \$250,000 deposit already paid to the Seller or (b) 10% of the total cash value of Give Back, LLC's winning bid (i.e., the cash amount above and beyond Give Back LLC's credit bid inclusive of the buyer's premium), which shall be payable within three business days following the auction. The additional deposit may be by cashier's check or wire transfer, and shall be held by Sam Leslie, Trustee or escrow, until close of escrow.
10. **Purchase Contract:** The High Bidder(s) will be required to sign a Purchase Contract ("Purchase Contract") immediately upon the completion of the auction. The Purchase Contract will set forth the "Purchaser", the "Seller", the "Broker(s)", and contain the precise terms and conditions of the sale. The Purchase Contract will be made available for review prior to the auction by the Auctioneer.

The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the High Bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the High Bidder's purchase of the Properties must be completed. Copies of these documents may be obtained from the Auctioneer, and it is bidder's responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the High Bidder are exclusively as set forth in the Purchase Contract.
11. **High Bidder's Default:** If the High Bidder fails to close in a timely manner for any reason, the Earnest Money Deposit shall be immediately forfeited and released to Seller as liquidated damages and not as a penalty. Seller retains the unilateral right to cancel any escrow and retain the Earnest Money Deposit in the event the High Bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the High Bidder fails to submit the executed Purchase Contract and any

required Earnest Money Deposit as required by these Terms and Conditions and any additional terms and conditions, the High Bidder authorizes the Seller to retain the Earnest Money Deposit, in the sole discretion of the Seller. These remedies are in addition to any other remedies, including specific performance and/or additional monetary damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right to immediately put the Properties up for sale again.

12. **No Conditions or Contingencies:** Without limiting the generality of the foregoing, bidders acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract or adjustment to the terms of the Purchase Contract based upon any failure of the Properties to conform to any description contained in the Property Information Package or any other materials, or to any standard or any expectation that bidders may have in connection with the Properties; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. Bidders represent and warrant that by registering to bid and bidding during the auction, bidders have conducted all necessary investigations, and have determined to place a bid relying solely on their own independent investigation or verification of material facts concerning the sale and the suitability of the Properties for their intended use.
13. **"AS-IS" Sale:** All bidders are encouraged to personally inspect the Properties and documentation relating thereto. The Properties are being sold "as-is, where is" with no representations or warranties whatsoever. The sale is not contingent upon inspection and will not be extended for that purpose. Neither Seller nor Auctioneer make any warranties or representations, either expressed or implied, concerning the Properties included in the sale. Neither Seller nor Auctioneer shall be liable for any relief, including damages, rescission, reformation, allowance or adjustment based on the failure of the Properties to conform to any standard or expectation.
14. **Due Diligence:** It is bidder's responsibility to obtain and read the Property Information Package relating to the Properties being sold at the auction, as well as any and all other information made available by the Auctioneer relating to this auction and the Properties being sold at the auction. Bidders acknowledge and represent that they have done so. Bidders further acknowledge that any information contained in the Property Information Package or otherwise obtained directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is the sole and exclusive responsibility of bidders to inspect the Properties; review the documents relating to the Properties; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, bidders have the sole and exclusive responsibility to select and consult with any and all professional advisors of their choosing in determining whether to bid at this auction. Bidders acknowledge that they have relied exclusively on their own investigations and determinations and the advice of their own professional advisors, and expressly represent that they have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer's website(s), or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.
15. **Title:** The sale will be fee simple title by Quitclaim Deed, **as is**, with a standard coverage title policy provided by Seller at Buyer's expense subject only to current taxes, assessments, easements, rights-of-way, conditions, restrictions, other matters of record and any printed exceptions specified in the preliminary title report except monetary liens.

16. **Close of Escrow:** All sales must close within thirty (30) days but no sooner than fourteen (14) days following entry of the Court Order confirming the sale. If a High Bidder fail to close in a timely manner for any reason, the High Bidder's deposit(s) shall be immediately forfeited and released to Seller as liquidated damages and not as a penalty. Seller retains the unilateral right to cancel escrow and retain the deposit in the event the High Bidder fails to close as required by the terms of the Purchase Agreement.
17. **Closing Costs:** Property taxes will be pro-rated as of the date of Close of Escrow. The High Bidder will be required to pay closing costs, including, but not limited to escrow fees, document preparation fees, transfer taxes, recording fees, and property tax prorations.
18. **Broker Participation:** Broker participation is welcomed. A commission of 1% of the Buyer's Premium on the high bid price will be paid to the licensed California real estate broker whose prospect pays the entire purchase price, including Buyer's Premium, and closes on the Properties. To qualify for a commission, the real estate broker must: (a) be a licensed California real estate broker who will abide by the National Association of Realtors Code of Ethics, (b) sign an affidavit stating his/her involvement is serving only as broker and not as a principal, (c) first register the prospect by completing the Broker Registration Agreement (available from the Auctioneer's office) and returning it by fax to 949.727.9022 or e-mail to [cook@tranzon.com](mailto:cook@tranzon.com) no later than 48 hours prior to the scheduled auction; and the registration form must be signed by the prospect and received before any inspection of the Properties by the prospect. The broker must be present at the auction to submit the bid with their prospect. Each broker must submit a copy of the faxed or e-mailed form when their prospect registers for the auction. A complete registration file on all prospects will be maintained. Commission will only be paid upon closing and receipt of commissions by Auctioneer.
19. **Definitions:** The auction company or companies conducting this auction is or are referred to as "we" or "our" or "Auctioneer", and references to the Auctioneer include all of the Auctioneer's employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC and Tranzon International, LLC. All Tranzon member companies are independently owned and operated. Bidders are referred to as "you" or "your" or "Bidder(s)" in the Terms and Conditions. Bidders are required to acknowledge that they have read and understand these Terms and Conditions before they will be allowed to register for and bid at the auction.
20. **Agent for Seller:** The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this transaction.
21. **Bidder Responsibility:** Bidders must take care in placing or entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded onsite or online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.
22. **Technical Problems:** Auctioneer has made reasonable efforts to provide for online bidding for the auction. Bidders recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, bidders or Auctioneer's internet service and access, and bidder's connection to the bidding program and process. Bidders further acknowledge that these and other technical problems may develop at any time with or without notice. Bidders acknowledge and agree that neither the Auctioneer nor the Seller is in any way responsible for any such technical problems, and that bidders have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, bidders further acknowledge and agree that, in the event of any such technical problems, Auctioneer reserves the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the Properties for auction at another time, at Auctioneer's sole discretion, and that Auctioneer's decision with regard to any such actions is and will be final.
23. **General Terms and Conditions:** Bidders acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access

to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw any Properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, (vii) to select the winning bid and (viii) to offer the Properties in any groupings and/or as a whole. Bidders further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in the auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the High Bidder. The Seller may sell the Properties in advance of the auction, in the Seller's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the United States Bankruptcy Court, Central District of California, Los Angeles Division, and bidders irrevocably submit to the jurisdiction of said court.

24. **Disclaimer:** Information contained herein is believed to be correct to the best of the Auctioneer's knowledge but is subject to inspection and verification by all parties relying on it. Sellers, their representatives and Auctioneer shall not be liable for inaccuracies, errors, or omissions. All dimensions are approximate. Prospective bidders should independently verify any and all information being materially relied upon in making a purchasing decision. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice. The auction is being conducted pursuant to all local and state laws.

1 **APPROVED AS TO FORM AND REVISED BIDDING PROCEDURES:**

2  
3 SulmeyerKupetz  
4 A Professional Corporation

5 By: /s/ Daniel A. Lev  
6 Daniel A. Lev

7 Law Offices of Ronald Richards & Associates, APC

8  
9 By: /s/ Ronald Richards  
10 Ronald Richards

11 Attorneys for Give Back, LLC  
12  
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14 **AUTHORIZED ELECTRONIC SIGNATURE**

15 The filing party hereby attests that all signatories listed concur in this filing's content and  
16 have authorized this filing.  
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